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TO RUEHC/SECSTATE WASHDC 2790
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INFO RUEAUSA/DEPT OF HHS WASHINGTON DC
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RHEHNSC/NSC WASHDC
RUEHZS/ASSOCIATION OF SOUTHEAST ASIAN NATIONS COLL
RHMMUNA/HQ USPACOM HONOLULU HI
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UNCLAS SECTION 01 OF 05 JAKARTA 001167

SENSITIVE
SIPDIS

DEPT FOR EAP/MTS, OES/AIAG
USAID FOR ANE/CLEMENTS AND GH/CARROLL
DEPT ALSO PASS TO HHS/ABHAT/MSTLOUIS AND HHS/NIH
GENEVA FOR WHO/HOHMAN

E.O. 12958: N/A
TAGS: [TBIO](#) [AMED](#) [KFLU](#) [MASS](#) [PGOV](#) [ID](#)
SUBJECT: Indonesia Proposes Health Cooperation
MOU

REF: A) Jakarta 1075 and previous

¶1. (U) This message is Sensitive but Unclassified.
Please handle accordingly.

¶2. (SBU) SUMMARY: The Indonesian Ministry of Health wants to expand health cooperation with the United States. Towards this end, they have presented us with a draft MOU that outlines a broad framework for our health relationship. This MOU will be the subject of discussion during the July 13-16 interagency health visit to Jakarta. A joint Indonesia-United States Medical Research Center-to replace NAMRU-will be the key initiative that we can launch under that framework. END SUMMARY.

INDONESIA OPEN TO A DEEPER RELATIONSHIP

¶3. (SBU) The Indonesian Ministry of Health (MOH) wants to establish a framework for expanded health cooperation with the United States. Toward that end, senior MOH officials have provided us with a draft MOU on health cooperation. (The text of the MOU is in paragraph six below.) The MOU outlines a broad but somewhat unfocused vision of collaboration in medical research, public health, emerging diseases and other areas. Given past difficulties over health issues, Indonesia's openness to deeper health cooperation is an important opportunity. We should seize it.

NAMRU IS CRITICAL

¶4. (SBU) For any broader health cooperation to succeed, we must address the immediate issue of NAMRU's status. Mission has already provided MOH officials with preliminary ideas on transforming NAMRU into an Indonesian-American Medical Research Center. That Center would incorporate NAMRU's existing facilities and personnel into a new joint facility with bi-national leadership. Because of NAMRU's significant presence on the ground and decades of successful work in Indonesia, whatever facility eventually succeeds it must constitute the centerpiece of any future health cooperation. The GOI MOU does not specifically discuss NAMRU or its successor. However, key elements of text seem to

reflect GOI receptivity to a joint research facility. We believe this offers an opportunity to move forward on NAMRU at the same time that we establish a broader framework for health cooperation.

AN OPPORTUNITY TO MOVE FORWARD

15. (SBU) The Indonesian draft MOU represents an opportunity to move our health relationship forward and will be a key subject of discussion for the July 13-16 interagency health delegation visit to Jakarta. Certain elements of the text are problematic, including those on vaccine production, material transfer agreements and intellectual property rights. However, these are not fatal flaws. We believe that the Indonesians are genuinely open to improved health cooperation. Next week's visit is an opportunity to seize on that Indonesian interest and forge a broader framework for health cooperation.

16. (U) BEGIN TEXT OF GOI DRAFT MOU

MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTRY OF HEALTH OF THE REPUBLIC INDONESIA AND THE DEPARTMENT OF HEALTH AND HUMAN SERVICES OF THE UNITED STATES OF AMERICA ON HEALTH COOPERATION

The Ministry of Health of the Republic of Indonesia and the Department of Health and Human Services of the United States of America hereinafter referred to

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as "Parties",

RECOGNIZING the reciprocal benefits to be derived by both Parties from close cooperation in the fields of mutual interest,

DESIRING to promote further the close and friendly relations existing between the Parties

REFERRING to the Agreement between the Government of the Republic of Indonesia and The Government of the United States of America;

PURSUANT to the prevailing laws and regulations in their respective countries;

HAVE REACHED AN UNDERSTANDING AS FOLLOWS:

ARTICLE I OBJECTIVE

The Objective of this Memorandum of Understanding is to combine efforts of both states of mutual interest in health cooperation.

ARTICLE II AREAS OF COOPERATION

The Parties shall facilitate development of cooperation in the following areas:

11. Joint Health Research and Development (tropical Infectious diseases),

12. Organization and Management of Health Services (Patient Safety, Joint Accreditation for World Class Hospital),

13. Medical Care on Coronary Heart Disease, Genetic Engineering and Health Technology Assessment;

14. Public health (exchange of experts of Public Health Care and Occupational Health);

15. Sharing experience and transfer of knowledge in new emerging infectious diseases (Avian influenza,

HINI),

- ¶6. Re-emerging diseases (TB, HIV co-infection (multi drug resistant/MDR);
- ¶7. Collaboration on eradication on communicable diseases (measles, malaria);
- ¶8. Development of Vaccine production;
- ¶9. Human Resources Development and transfer of knowledge,

ARTICLE III FORMS OF COOPERATION

- ¶11. Joint activity in the framework of this MoU can be conducted in the following forms:
 - a. Exchange of Information,
 - b. Exchange of experts and delegates;
 - c. Participation of experts in congresses and scientific conferences held by one of the Parties;
 - d. Joint scientific research and development;
 - e. Transfer of knowledge/technology

¶12. All forms of cooperation in the framework of this MoU shall be implemented in accordance with the national regulation of the Parties.

ARTICLE IV INTELLECTUAL PROPERTY RIGHTS

¶11. The Parties agree that any intellectual property claims made under the implementation of this Memorandum of Understanding whether in Indonesia or abroad, shall made only with the expressed written consent of the Government of Indonesia and:

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a. In the event the relevant intellectual property is used by the Party and or institution on behalf of the Party for commercial purposes the other party shall be entitled to obtain equitable benefit portion of royalty;

b. Each Party shall be liable for any claim made by any third party on the ownership and legality of the use of Intellectual property rights which is brought in by the aforementioned Party for the implementation of the cooperation;

¶12. The Party shall indemnify each other that intellectual property rights brought by the Party into the territory of the other Party for the implementation of any project arrangement of activities is not resulted from any infringement of the third Party's legitimate rights;

¶13. If either of the Party wishes to disclose confidential data and/or information resulted from the cooperation activities under this Memorandum of Understanding to any third party, the disclosing Party must obtain prior consent from other Party before any disclosure can be made;

¶14. Whenever either Party requires the cooperation of another Party instead the Ministry of Health of the Republic of Indonesia and The United State Department of Health and Human Services for any commercial undertaking resulted from intellectual-property covered by this Memorandum of Understanding this Party will give first preference of the cooperation to the other Party under this Memorandum of Understanding, which will be waived, if other Party is unable to participate in a mutually beneficial manner;

ARTICLE V
MATERIAL TRANSFER AGREEMENT

¶1. All research activities using biological materials originating from Indonesia shall to the fullest extent possible be done in Indonesia;

¶2. Any activities that involve transfer of specimen undertaken within this MOU shall be accordance with The Ministry of Health of the Republic of Indonesia Decree on Material Transfer Agreement.

ARTICLE VI
EXECUTING AGENCY

In order to create suitable follow up mechanism for implementing above-mentioned activities and obtain fruitful result from them, it was agreed that each party shall designate executing who [sic] will have continuous contact with each other

The Parties shall agree to designate the executing agency as follows:

¶1. For Ministry of Health of the Republic Indonesia is Secretary General,

¶2. For the United States Department of Health and Human Services is...[sic]

ARTICLE VII
IMPLEMENTATION

¶1. For the purpose of implementation of this MoU, the Parties shall set up a Working Group which taking into account the relative national regulation of the Parties shall:

a. Define forms, methods, and terms of cooperation;

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b. Assess and analyze the results of the cooperation

¶2. The Working Group shall consist of representatives of the Parties and representatives of other organizations under the guidance of the Parties and shall periodically hold Joint meeting alternately held in the United of America abd in the Republic of Indonesia.

¶3. The Parties shall facilitate the establishment of direct contacts between the Indonesian and the United of America [sic] appointed Institutions.

ARTICLE VIII
LIMITATION OF PERSONNEL ACTIVITIES

All personnel engaged under this Memorandum of Understanding will observes respect and comply with the laws and regulations of the Republic of Indonesia and will avoid conducting any activity inconsistent with the purposes and objectives of this Memorandum of Understanding.

ARTICLE IX
ALLOCATION OF RESOURCES

Cooperation in the framework of this MoU shall be financed on the basis of the agreements reached by the Working Group with use financial supplies [sic] available for the Parties or, when necessary, of organizations and institutes participating in the cooperation.

ARTICLE X
SETTLEMENT OF DISPUTE

Any dispute arising out at the Implementation of this MoU shall be settled amicably through consultations and negotiations between the Parties.

ARTICLE XI
AMENDMENT

The Parties may review or amend any part of this Memorandum of Understanding by mutual consent in writing and such amendment shall come into force on such date as determined by the Parties and shall form an integral part of this Memorandum of Understanding.

ARTICLE XII
ENTRY INTO FORCE, DURATION AND TERMINATION

¶1. This Memorandum of Understanding will come into effect upon the date of its signing;

¶2. This Memorandum of Understanding shall be in force for a period of 3 (three) years, and can be prolonged for another 2 (two) years, unless either Party terminates it by giving written notification through diplomatic channels at least 3 (three) months prior this expiration;

¶3. This MoU shall not affect the rights and obligations of the parties resulting from other international treaties or conventions to which the Republic of Indonesia and the United of America are parties.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto by their respective Governments, have signed this Memorandum of Understanding.

Done in duplicate at on in
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Indonesian, and English languages. In case of any divergences of interpretation or implementation, the English text shall prevail.

FOR MINISTRY OF HEALTH
OF THE REPUBLIC OF INDONESIA

FOR THE DEPARTMENT OF
HEALTH AND HUMAN SERVICES
OF THE UNITED STATES OF AMERICA

END TEXT

HUME